

Associated Claims Management, Inc
510 E. 1st Street
Oakboro, NC 28129

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

September 4, 2013

Mr. Charles Shadid
1901 Classen Blvd
Suite 222, Victoria Bldg
Oklahoma City, OK 73106

Claim Number: PR1200037375
Policy Number: PRAAJM212
Date of Loss: 5/31/2013
Loss Locations: *Multiple* – Refer to Schedule of Locations
Policy Dates: 8/20/2012 – 8/20/2013

Dear Mr. Shadid,

This letter follows our previous conversations with you concerning the referenced claim. Be advised that Associated Claims Management, Inc. (ACM) has been retained by your insurance company, Aspen Specialty Insurance Company (Aspen), to assist you in presenting this claim.

At this time, we have not been informed of specific damages at each of these locations. In our effort to gain an overview and understanding of both the general properties and any specific damages which may have resulted on the date of loss of 5/31/2013, we request that you provide us with the following information for each property:

1. Please identify any specific repairs due to this loss. Provide any repair estimates that you have received for this loss.
2. Please identify the approximate dates you acquired these properties.
3. Please identify any major exterior repairs for the roofs/siding during the past 10 years (*examples*: roof replacements, re-seal roofs, replace mansards, etc.).
4. Please identify any other claims for exterior damage that have been filed on these properties while they have been in your care, custody and control. Be sure to include claim #s, policy #s, and names of insurers, estimates, correspondence, and final settlement documentation.
5. Please supply a list of all insurance policies which provided coverage for property damage at the claimed locations during the past 10 years.

EXHIBIT

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Be advised that this is not an exhaustive list; should we need further information we reserve the right to request it. Receipt of these requested items will provide a strong starting point to assist you and Aspen in the evaluation of this claim.

In support of our requests above, we refer you to the following relevant portions of the policy-form CP 0010 (04/02), which was in effect at the time of the loss.

“E: Loss Conditions

...3. Duties In the Event of Loss or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

(1) Notify the police if a law may have been broken.

(2) Give us prompt notice of the loss or damage. Include a description of the property involved.

(3) As soon as possible, give us a description of how, when and where the loss or damage occurred.

(4) Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

(5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

(6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation of the claim.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's answers must be signed.”

Please be advised that compliance with all of these duties is a requirement to seek indemnity under this policy. Any breach of the above conditions may preclude coverage under the policy and Aspen Specialty Insurance Company reserves its rights accordingly.

This letter is not intended to be an exhaustive listing of all of the terms, conditions, exclusions and other provisions of the policy that might possible serve to limit or preclude coverage. Aspen Specialty Insurance Company reserves the right to address any other coverage issues that might arise in the future under the terms, conditions, exclusions and provisions of the policy. Any action taken by Aspen Specialty Insurance Company or anyone acting on their behalf concerning this loss is not to be construed as a waiver of any policy terms and conditions.

Thank you in advance for your cooperation and we look forward to receiving the requested documentation. Please call me at the number listed below if you have any questions.

Sincerely,

Ken Smith
Associated Claims Management, Inc.
on behalf of Aspen Specialty Insurance Company
(Office) 704-485-8975
(Fax) 704-973-9303

cc: Jonna Holm, *Aspen Specialty Insurance Company*

Jerry Renfro, *public adjuster*
Just Property Restoration
7509 NW 135th Street
Oklahoma City, OK 73142

Cliff Miller, *agent*
Professional Insurors, LLC
7301 N. Broadway
Suite 200
Oklahoma City, OK 73116